Amendment Number 2

to

Contract Number DIR-SDD-1962

between

State of Texas, acting by and through the Department of Information Resources and

Insight Public Sector, Inc.

This Amendment Number 2 to Contract Number DIR-SDD-1962 ("Contract") is between the Department of Information Resources ("DIR") and Insight Public Sector, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract is hereby restated in its entirety as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through January 15, 2016, or until terminated pursuant to the termination clauses contained in the Contract, completing the first of two additional one-year options. One one-year option remains. The Contract will expire January 15, 2017.

- 2. Contract, Section 4. Pricing is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, Section 7. Pricing, Purchase Orders, Invoices and Payments.
- **3.** Contract, Section **5.** DIR Administrative Fee is hereby re-numbered as Section **4.** DIR Administrative Fee and is restated in its entirety as follows:
 - **A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be January 1, 2015.
 - **B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.
- **4. Contract, Section 6. Notification** is hereby re-numbered as **Section 5. Notification** and restated in its entirety as follows;

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Grace Windbigler, Manager Enterprise Contract Management Department of Information Resources 300 W. 15th St., Suite 1300 Austin, Texas 78701

Phone: (512) 463-2861 Facsimile: (512) 475-4759

If sent to the Vendor:

Todd Sebring Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, Arizona 85283

Phone: (800) 467-4448 ext. 3082

Facsimile: (480) 760-9906

Email: todd.sebring@insight.com

- 5. Contract Section 7, Service Agreement is hereby re-numbered as Section 6, Service Agreement.
- 6. Contract, Section 8, Intellectual Property Matters is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, Section 4, Intellectual Property Matters.
- 7. Contract, Section 9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts is hereby re-numbered as Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts.
- 8. Appendix A, Standard Terms and Conditions for Services Contracts dated 6/8/12 is hereby replaced in its entirety with Appendix A, Standard Terms and Conditions for Services Contracts dated 05/02/14, as attached.
- 9. Appendix A, Standard Terms and Conditions for Services Contracts, Section 7.B. Customer Discount is hereby re-stated in its entirety as follows:

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix B, Pricing Index.

- 10. Appendix A, Standard Terms and Conditions for Services Contracts, 7.C. Customer Price is hereby re-stated in its entirety as follows:
 - 1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix B, Pricing Index) x (1 + DIR Administrative Fee, as set forth in Section 4.A. Fees, of the Contract).

- 2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.
- 3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.
- **11. Appendix B Pricing Index** is hereby restated in its entirety and replaced with **Appendix B Pricing Index**, dated January 1, 2015.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and finally the contract.

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Insight Public Sector, Inc.

Authorized By: Signature on File

Name: David Cristal

Title: VP - GM

Date: 1/6/15

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Todd Kimbriel

Title: Interim Executive Director

Date: 1/12/15

Office of General Counsel: Mark Howard 1/9/15

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as January

15, 2015.